



# United States Department of the Interior

Bureau of Indian Affairs

Anadarko Agency

P. O. Box 309

Anadarko, Oklahoma 73005

IN REPLY REFER TO:  
Real Property Management  
Acquisition & Disposal Section

## INVITATION #152

### NOTICE OF SALE OF DRY LAND FARMING AND/OR GRAZING LEASES ON TRUST AND RESTRICTED INDIAN LANDS TO BE CONDUCTED UNDER THE PROVISIONS OF TITLE 25, CODE OF FEDERAL REGULATIONS 162.

**INVITATION FOR BIDS**, Under sealed bids and oral auction on the sale of Farming and Grazing Leases to be held AUGUST 12, 2014, at the Anadarko Agency Conference Room, Anadarko, Oklahoma. **ALL BIDS WILL BE OPENED AT THE ANADARKO AGENCY CONFERENCE ROOM, HWY 281 North & Parker McKenzie Drive, Anadarko, Oklahoma.**

**SEALED BIDS ONLY**, for Farming and Grazing leases on the following described tracts of Indian lands, will be received by the Office of the Superintendent, Anadarko Agency, until 15 minutes prior to item number date and time.

All bids must be enclosed in separate envelopes and plainly marked, **"SEALED BID FOR FARMING AND GRAZING LEASE SALE #152, ITEM NO. \_\_\_\_\_, TO BE OPENED AUGUST 12, 2014"**.

Mail bids to the Anadarko Agency, Post Office Box 309, Anadarko, Oklahoma 73005, or personally deliver sealed bids to the Anadarko Agency. Sealed Bids will be accepted until 15 minutes prior to item number date and time. All received bids will be opened at 8:00 a.m., August 12, 2014, and read beginning at 9:00 a.m., and then by item number date and time, in the Anadarko Agency Conference Room, HWY 281 North & Parker McKenzie Drive, Anadarko, Oklahoma.

<u>Item Numbers</u>	<u>Date and Time</u>	<u>SMC Unit</u>
1 - 19	9:00 a.m. - August 12, 2014	Anadarko SMC Unit (Area)
20 - 45	10:00 a.m. - August 12, 2014	Carnegie SMC Unit (Area)
46 - 73	1:00 p.m. - August 12, 2014	Lawton SMC Unit (Area)
74 - 88	2:00 p.m. - August 12, 2014	Walters SMC Unit (Area)

All bids are subject to acceptance and approval of the Lease Contract and contingent upon approval by the Anadarko Agency Superintendent. The Superintendent reserves the right to waive technical defects, to reject any and all bids, and to disapprove and reject bids prior to approval of any Lease Contract made on an accepted bid. Past compliance activities and/or history of delinquent payments by bidders will be considered in award of the bid. The right of landowners' to claim owner's use of a property prior to Lease Contract approval is recognized, and may be implemented.

### **IMPORTANT BID SALE RULES:**

- Sealed Bids will be accepted until 15 minutes prior to item number date and time.
- No Late Bids will be accepted.
- Bid Sale information submitted must be legible.
- Bidder's responsibility to ensure sealed bid is received 15 minutes prior to item number date and time.
- No disruptive behavior allowed or tolerated. BIA Law Enforcement will be present.
- If escorted from Bid Sale, ALL of your submitted bids will be rejected.
- All outstanding financial violations (trespass/delinquent payment, etc.) must be cured prior to participation in Bid Sale.
- Past compliance activities and/or history of delinquent payments by bidders will be considered in award of the bid.
- For items attracting one sealed bid and determined to be unacceptable, the bidder will be allowed two opportunities to orally increase the bid to make the bid acceptable.
- Must be present to participate in oral auction. No proxy bidders allowed.
- Oral auction minimum bid increases accepted in increments of \$50.00.
- Successful bidder must return Lease Contract and required documents within 20 days of receipt of Lease Contract.
- All payments mailed to Lockbox must include the Payment Invoice. Contact Real Estate Services, Farming & Grazing Section for any Payment Invoice not received by December 1 of each year of the lease terms.
- No cell phones allowed.



## IMPORTANT LEASE TERMS:

**Oral Auction Provision:** Immediately following the opening and evaluation of all bids, those items attracting one or more reasonable bids may be subject to oral auction bidding (by parties submitting sealed bids only). Oral auction bids will be made by minimum increments of \$50.00. For items attracting one sealed bid which is determined to be below the Bureau's appraised value and unacceptable, the bidder will be allowed two opportunities to orally increase the bid to make the bid acceptable.

1. The Lease Contracts will convey exclusive dry land farming and/or grazing rights, subject to the reserved right of the landowner (lessor) to grant business leases, oil and gas leases, rights-of-way and other legal grants as provided in the Lease Contract.

**NOTE:** Farming and Grazing Lease Contracts are accepted and approved for specific purposes. WITHOUT PRIOR CONSENT OF THE PROPERTY OWNER AND APPROVAL BY THE SUPERINTENDENT, timber cutting, hunting, fishing, dumping of trash, subleasing, mineral/rock extraction, etc., **are not conveyed and are strictly prohibited.**

2. Bidders are expected to visually inspect the tracts to observe all physical conditions and apparent encumbrances. Bidders cannot secure relief on the plea of error in the bid or for lack of understanding of facts or circumstances.
3. The Lease Contract will be for a term not to exceed **five years** from January 01, 2015, unless otherwise specified and determined by the Anadarko Agency Superintendent.
4. Lease Contracts approved pursuant to this notice will be executed and granted by the Anadarko Agency Superintendent having jurisdiction over the land in accordance with applicable instructions and regulations. With the exception of a single owner, the Indian owners of the particular allotments involved will not be signatory parties on the lease, pursuant to Congressional authority granted to the Superintendent, whose approval will adequately convey and lease the respective Indian owners' interest.
5. The successful bidder will be required to furnish, within 20 days of receipt of Lease Contract, a satisfactory bond, i.e. letter of credit; certificate of deposit; or corporate surety, **PAYABLE UPON WRITTEN DEMAND**, in addition to a special bonding fee, to be maintained at the Anadarko Agency for the duration of the Lease Contract. The bond will be no less than one year's rental, and will include the cost of any required improvements to the land as stated in the Lease Contract. This will be strictly enforced.
6. The Additional Lease Requirements (Revised 1976-SMC Stipulation Sheet) will be executed and made a part of the lease file. Interested bidders are encouraged to confer with the Anadarko Agency Land Operations, Soil Conservationist personnel relative to the land use or conservation program.
7. No deposits will be required with the bids.

8. Bids shall be submitted on the attached lease bid sheet. Additional copies may be duplicated using the attached form. All lands are offered on the highest annual consideration. Annual lease rental includes bid and estimated costs of major improvements. Minor improvement proposals will not be considered as part of the bid.
9. A provision is incorporated in each Lease Contract granted as a result of this advertisement to the effect that the lessee agrees to release a portion or portions of the lease premises for homesites as required by the lessor or the Anadarko Agency Superintendent.
10. For those tracts where less than 100% trust interest is offered for lease, bids will be accepted and considered for leases on the undivided trust interest only. **Lessee will be responsible for payment to the owner(s) of any undivided fee interest.**
11. In the event the land is advertised for public sale and sold as a result thereof, the Lease Contract shall terminate at the end of the Lease Contract year following year in which the land is advertised. The rental hereunder for the remainder of the term of the Lease Contract shall be reduced by an amount equal to the use value contributed by the portion or portions sold to the entire premises. The Secretary shall be the sole and final judge as to the rental adjustment.
12. **ADDITIONAL LEASE REQUIREMENTS.** (Conservation Stipulation Sheet) will be executed and made a part of the lease. Damages for non-compliance will be enforced. Interested bidders are to contact the BIA Soil Conservationist concerning land use, conservation practices, and/or required improvements. All required improvements must be completed by stated completion date. Stocking rates are calculated based on soil type and forage availability found on the tract. Required improvements must be protected by bond and will be in force for the duration of the lease or until improvements are completed and approved by this office.
13. Prior to the approval of any Lease Contract a non-refundable filing fee & flat rate fee of \$60.00 will be required for each Lease Contract. The non-refundable fee will be 3% of the annual rental amount, including any percentage based rent that can be reasonably estimated. The minimum filing fee is \$10.00 and the maximum filing fee is \$500.00.
14. All Lease Contracts will be drawn on an approved Departmental Form at the Anadarko Agency. Successful bidders shall return completed Lease Contracts with all supporting forms and provide filing fee payment verification within **TWENTY DAYS** from the date of receipt of Lease Contract.

It is the successful bidder's responsibility to ensure all contact information is current for the duration of the Lease Contract.



15. RENTALS ARE DUE AND PAYABLE TO THE LOCKBOX ADDRESS ON OR BEFORE JANUARY 01 OF EACH YEAR, UNLESS OTHERWISE PROVIDED BY THE LEASE CONTRACT. All Lease Contracts approved under this advertisement will be 100% Agency pay. NO MODIFICATIONS WILL BE ALLOWED. No personal checks will be accepted. All payments mailed to the Lockbox must include the Payment Invoice which includes the contract number, allotment number and amount to be paid for each Lease Contract to ensure proper payments are made. It is understood payment is due January 01, regardless of lessee receiving Payment Invoice.

**Failure to pay the exact amount by the due date is a lease violation. The rental payment will be considered late if it is not received and marked paid in the official system of records (Lockbox). *Ten percent (10%) of the total annual rental due will be assessed, and added in addition to the amount the LESSEE has failed to pay, has underpaid, or failed to pay by the due date.***

16. Tracts/Items advertised may be excluded from bidding the day of the auction due to pending negotiations. Contact Anadarko Agency, Branch of Land Operations and Farming and Grazing Section at 405-247-6677, extensions 556, 571, 526 or 549 prior to the bid sale concerning tracts/items advertised.

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE WILL SUPERSEDE ANY INFORMATION CONTAINED IN THIS ADVERTISEMENT.**

For further information concerning this advertisement, or to be removed from the mailing list, please contact George Beatty, Acting Deputy Superintendent, Debbie Williams, Acting Realty Officer, Realty Assistants, Anadarko Agency, Anadarko, Oklahoma, at (405)247-6677, extensions, 501, 507, 527, 556, 571, 526, or 549 respectfully.



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Acting Superintendent  
Anadarko Agency